

The Telford Park School

Ensuring Excellence

Premises Hire Policy

Approved: September 2023

Date for review: September 2024

Premises Hire Policy

Policy Name: Premises Hire Policy

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School Standards Committee: Mr S Mirza

Date: September 2023

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Premises Hire Policy

1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School Hall/Theatre
- Kitchen Classroom
- Dance Studio
- Canteen
- Rear External Space including covered area and table tennis
- Classrooms
- Multi Use Games Area (MUGA)

2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

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Area	capacity	cost
School hall/Theatre with tech	Approx 120	Monday – Friday £35 P/H, Weekend £60 P/H
School hall/Theatre without tech	Approx 120	Monday – Friday £25 P/H, Weekend £40 P/H
Kitchen Classroom	Approx 30	Monday – Friday £15 P/H, Weekend £30 P/H
Dance Studio	Max 30	Monday – Friday £15 P/H, Weekend £25 P/H
Canteen	Approx 140	Monday – Friday £30 P/H, Weekend £60 P/H
Rear External Space including Covered area and table tennis	Dependent on Activity	Monday – Friday £25 P/H, Weekend £40 P/H
Classrooms	Approx 30	Monday – Friday £15 P/H, Weekend £30 P/H
Multi Use Games Area (MUGA)	Dependent on Activity	Monday – Friday £25 P/H, Weekend £40 P/H

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by The School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

- 1. "Hirer" means the person or entity identified in the relevant hire request form.
- 2. The hirer shall pay the full amount as stipulated by the school and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- 3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this license.
- 4. The hirer shall not sub-let any of the premises under the license.
- 5. The hirer shall not use the premises for any purpose other than that agreed upon in the license, as set out in the hire request form.
- 6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the license.
- 7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the license.

- 9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- 11. Save that nothing in the license shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the license.
- 12. Any cancellations by the hirer received with less than 5 days' notice will not be refunded.
- 13. Any cancellations by the school made with at least 7 days' notice will be refunded.
- 14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
- 17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the license and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the license or otherwise.
- 18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
- 20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
- 21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises inclusive of such laws relating to Music licensing & permissions.
- 22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the license.
- 23. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this license.
- 25. The School Business Manager is responsible for deciding whether or not Site staff are required to be on site for the full duration of the letting. Site staff will be responsible for opening rooms for lettings and for locking up the school after the letting is over. No payment for site services may be made direct to site staff by the person(s) using the premises.
- 26. There shall be no: Smoking or Gambling on school premises.
- 27. The parking of motorcycles, cars or lorries etc. on school premises will be at vehicle users/ owners' risk and will be responsible for any damage caused by the of such vehicles on the property, or to any persons.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

All hirers must be familiar with our school safeguarding procedures before taking out a contract. The contact for our DSL is Mr Tom Ward tom.ward2@taw.org.uk, 01952 387400. Our Safeguarding policy and procedure can be found here.

7. Related Reading

- Child Protection and Safeguarding Policy
- Data Protection Policy
- Health & Safety Policy
- Keeping Children Safe in Education 2023
- <u>Telford and Wrekin Safeguarding Partnership</u>
- Working Together to Safeguard Children 2018

8. Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact lesley.radford@taw.org.uk

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:
	Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Lighting/Sound required?	
Protective Flooring Required?	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	

The Telford Park School – Ensuring Excellence Additional equipment you will be providing

yourself (Please of that any Portable Electrical Applian PAT tested)				
on demand (a) the damage which may	harges at least one week pri	tions set out in the school's premi for to the date of the booking and ol buildings or furniture or other p	(b) the cost of making good	any
Name		Date		
Signature _		-		
Grange Avenue, Telf		d@taw.org.uk or to the school offouch to inform you if your applicate shared.		
Office Use of	only			
Full charge	for letting			
Approved b	y SBM			
DBS Details	Provided (if N/A confirm)			